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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER HALL QC  
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION SKYLINE

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON THURSDAY 20 SEPTEMBER, 2018

AT 10.00AM

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THE COMMISSIONER: Yes, Mr Chen.

MR CHEN: Commissioner, just before Ms Dates returns to the witness box, can I indicate that after the conclusion of yesterday's hearing, Commissioner, Ms Bakis produced a bundle of what appears to us to be original agreements that, may I say in very general terms, deal with the property transactions that are the subject of the scope of the inquiry of this Commission. Commissioner, with the permission of Ms Bakis and her counsel, copies of those documents were taken, provided to Ms Bakis and they were also emailed to Mr O'Brien, who represents Ms Dates, and also to Mr Lonergan, who represents Mr Green, as we took the view that they were material documents that should be put into their possession as promptly as possible, and as I understand it, certainly from my discussions with Mr Lonergan, he has seen them today. Commissioner, I don't want to delay the further examination of Ms Dates, but at some point we may need to look into how and why these documents have been produced at this point in time. But again, could I respectfully suggest that's an issue we could return to.

THE COMMISSIONER: I take it the documents had been sought at an earlier date.

MR CHEN: Commissioner, the answer to that would be yes, because the file had been summonsed. I don't have at my fingertips the schedule to the summons, but I don't doubt that, consistent with what was produced, that these documents, may I say, one would think should have been produced but I can't take the matter further at this point in time. There are other complications that, as well, will arise. But as I said, Commissioner, if it's convenient to you, we could pursue the examination this morning.

THE COMMISSIONER: Yes. Very well. Thank you. All right. Is Ms Dates there?

MR CHEN: Yes, she is.

THE COMMISSIONER: Does she take an oath or an affirmation? I've forgotten. Ms Dates, I think you took an oath yesterday, did you not?

MS DATES: Yeah.

THE COMMISSIONER: Well, I'll have that administered again for the purposes of today's proceedings. Thank you.

THE COMMISSIONER: Yes, thank you, Ms Dates.

MR CHEN: Thank you, Commissioner. Now, Ms Dates, I want to return to the minutes of 8 April, 2016. Do you understand?---Yeah, but before we start I'd like to say something to the Commissioner, please.

10 THE COMMISSIONER: Yes. What do you want to say?---The five-minute break we had yesterday, I was asked am I on medication, have I been drinking. I don't drink. I'm not on medication. I'm suffering with depression and I found that to be very rude to an Aboriginal woman to say that.

Right.---I don't drink and I don't take tablets for my depression. And that's wrong as an Aboriginal woman to say that to me.

20 All right. Sorry that that was a distressing incident for you, but anyway - - - ?---Very, it was.

- - - just as well that you made the statement about it and hopefully that will assist moving on.

MR CHEN: Well, Commissioner, I didn't raise those matters. I invited Mr O'Brien to raise matters with his client.

30 THE COMMISSIONER: Mr O'Brien, do you want to say anything about this matter?

MR O'BRIEN: No. My client indicated some level of distress as a result of being asked those things that were, for reason I don't need to explain, were, were, were, were raised, but it's caused some distress to my client. She's passed that through the Commission. It shouldn't interfere any further with the proceedings.

THE COMMISSIONER: Well, I interrupted her flow of evidence at the request, I'm not sure if it was your request or whose request.

40 MR O'BRIEN: It was my request.

THE COMMISSIONER: Well, I'm not going to take it any further. Yes, let's get on with it.

MR CHEN: Thank you, Commissioner. Now, Ms Dates, would you please have a look at volume 11, page 314 initially, and I just want to show you this page, Ms Dates, to enable you to see how these minutes have progressed. You can see down the bottom, can't you, that there was

discussion about apparently the Sunshine Group agreements. Do you see that?---Yes.

And beneath that the Salamander offer with Mr He was apparently also discussed. Do you see that?---Yes.

And if you turn and have a look, please, at page 315 of volume 11 you can see that the minutes record the Solstice agreements were discussed. Do you see that?---Yep.

10

What were the Solstice agreements so far as you understood them, Ms Dates?---I don't remember.

Well - - -?---It's just a development, a name of a development company.

Well, according to these minutes the Solstice agreements were discussed. Do you know anything about - - -?---No.

20

- - - agreements or draft agreements - - -?---No.

- - - that were prepared at or around this time?---No.

Did you give any instructions to anybody to prepare draft agreements - - -? ---No.

- - - involving Solstice and the Land Council?---No.

30

Do you know what was discussed if anything about these apparent agreements?---No.

The only person that was discussing them was Mr Petroulias, isn't that right?---I think so, yes.

Well, you knew nothing about them?---No.

And presumably if the Land Council had any information in its possession, then surely you as the chairperson would know of it. Isn't that right? ---I didn't know of it.

40

Right. And if there was such information available, presumably you would have shared it with the other board members. Isn't that right?---Yes.

Now, Ms Dates, you can see as well that there's a resolution there that is read. Do you see that in about the middle of the page?---Yeah.

And just before I invite you to read it, you can see down below that that resolution was moved by you and carried. Do you see that?---Yep.

Now, do you recall this resolution that you can see on the screen?---I remember something about Awabakal Trustee but I can't remember, recall it.

Well, yesterday I showed you, Ms Dates, the draft resolutions that had been prepared by Knightsbridge North Lawyers, either Ms Bakis and/or Mr Petroulias. Do you remember me showing you those draft proposed resolutions that were emailed to the Land Council offices?---Yes.

10 And what was read, can I suggest to you, just as you understand it, Ms Dates, is more or less every single word of that resolution, the draft resolution, was read in this meeting and passed. Do you have any recollection of that?---No.

You see, what was in effect passed at your motion, Ms Dates, is a resolution in those terms that had been prepared by Knightsbridge North Lawyers, either Ms Bakis and/or Mr Petroulias, isn't that right?---Could have been, yes.

20 Well, it wasn't a motion that you prepared, was it?---No.

And it wasn't a motion or a resolution that any other board member has prepared, isn't that right?---Yeah, that's right.

And do you know why, for example, Awabakal LALC Trustees was to become established as part of this resolution?---No.

Do you know who was behind Awabakal LALC Trustees Limited?---Nick. Nick Peterson.

30 And did you know that at the time, Ms - - -?---No.

Why do you say it's Mr Peterson now?---Don't know, just I do believe it's him. He's Nick.

And what about, do you know what a trustee and nominee is?---No.

Do you know what the function of the trustee was apparently to be, as recorded namely to oversee the Awabakal Development Advancement project?---No.

40

Do you know anything about Solstice at all at this time, Ms Dates?---No.

You don't know who's behind it?---No.

You don't know whether it's a two dollar company or a company that has many, many millions of dollars behind it, is that the position?---I remember

they done some, some sort of proposal to the board but I don't know, they're developers.

THE COMMISSIONER: You didn't know anything about Solstice?---No.

Didn't know who was behind it?---No.

Who the directors were?---No.

10 Who the shareholders were?---No.

Whether it had an experience in land development before?---No.

You knew absolutely nothing at all this day, is that what you say?---Yes.

About Solstice.---Yes.

MR CHEN: And if you assume for the moment for me, can you just accept, Ms Dates, that at or about this time, some 30 or so lots of the Land Council, or 20 or so lots of the Land Council have gone into this proposed transaction involving Solstice. Did you know anything about that?---No.

Did you give any instructions for certain lots of the Land Council land to be included in this transaction?---No.

Do you know anybody who did within the board of the Land Council?---No.

It certainly wasn't discussed at all by the board at any stage, was it?---I can't recall.

30 You see, Ms Dates, can I suggest to you that, in fact, Solstice had never at any point in time presented a proposal to the board of the Land Council. What do you say to that?---They did. They had, they done a proposal. I remember the, the proposal but I can't remember who done it. I know the name but, because I can remember then done a proposal.

THE COMMISSIONER: What was the name of the person who did the talking for putting this proposal forward?---I can't remember.

40 MR CHEN: See, I thought you also said yesterday and on the last occasion, Ms Dates, that if a proposal by a developer come before the board, it would be in the minutes of the board meetings.---Yep, yeah.

THE COMMISSIONER: Well, there's nothing there in the board minute meeting. You can assume that there's nothing in the board meetings about Solstice doing a presentation. There's no other evidence that Solstice ever made a presentation.---They did make a presentation but - - -

You might be getting mixed up with some other presentation, do you think?  
---There's, there's a lot of presentations, like, there's a lot of developers that  
come through the Land Council.

MR CHEN: Well, let's just accept that for the moment. What the  
Commissioner is inviting you to consider and comment upon is whether you  
could be confused or mixed up.---I could be.

10 You see, can I suggest to you, Ms Dates, that what's occurred here by you  
moving this motion and supporting this resolution for the establishment of  
the Awabakal LALC Trustees and to enter into a proposed transaction with  
Solstice is you were simply agreeing to whatever Ms Bakis or Mr Petroulias  
put before you, isn't that right?---No, that's not right.

20 Because you didn't bring to bear, Ms Dates, at any point in time, your own  
independent judgement to work out whether this was a good, bad or some  
other deal for the Land Council, did you, prior to committing your vote to  
this resolution, isn't that right?---I don't get what you're, I don't get what  
you mean.

Well, you haven't, Ms Dates, at any stage understood this proposed  
transaction, have you?---No.

You don't know anything about it, do you?---About what?

This resolution and what it - - -

30 THE COMMISSIONER: The Solstice resolution that's on the screen now.  
---No.

Well, why would you move it if you didn't understand it?---I don't know  
what you mean because I, I do recall Solstice done a presentation but - - -

But let's assume - - -?---I don't know. I don't know why I done it. I  
wouldn't have a clue.

Well, that's what we're all asking you now to consider.---I don't know.

40 Here you are as chairperson moving a motion about something you don't  
have any idea as to what it is all about.---I don't know.

Well, why would you do that?---Don't know.

If you didn't understand it and didn't know who Solstice was, what the  
Solstice transaction was about, what the Awabakal Trustees company was  
about, you knew nothing about all of that, why of all the directors of the  
Awabakal Land Council was it you who put forward this motion that you  
now see on the screen?---I haven't got a clue.

Well, that's a very unsatisfactory answer. You haven't got a clue for moving a motion for something which you didn't have any understanding about, and yet you're the chairperson. You must have a better answer than that, with respect.---Don't know.

10 Well, you were there. It's your mind working here this day to put this motion forward. In other words you were not out of your mind. You were using your mind to do this work, which seems to have come through Mr Petroulias and/or Ms Bakis. Why would you just oblige them? That is, why would you agree to do whatever they wanted to do even when you didn't understand it?---I don't get what you mean by them, by you saying to me that I agreed to go whatever they wanted me to do. I - - -

Well - - -?---I wasn't asked to do that. Like - - -

Well, why did you do it?---That's, that's a board meeting.

20 If they didn't ask you to do it, why did you do it if you didn't understand what you were doing?---I don't know.

30 But you must know. It's your mind. You were doing this for some reason. What reason were you doing it for? Was it because somebody asked you to put it up, this resolution?---No, I just thought when Sultans [sic], I know, I can recall Sultans [sic] doing a presentation, and the way that the Land Council was at the moment, it needed to be moved forward and I thought that many developers come through to help us move the Land Council forward, so I thought this was a good deal, going to be a good deal for the Land Council.

Yes, but you didn't know who Solstice was. That could be a bunch of robbers for all you knew.---They done a presentation and it looked like it was going to be a good presentation but they walked away and didn't come back.

Why was it a good presentation?---Because it was, they were going to build a nursing home on the land at Waratah, opportunity for employment for Aboriginal people, so, yeah.

40 You'd never met these people before.---Yes, I did. At a board, at a board meeting.

Yes.---I can't recall. There was three of them.

But you didn't know who they were, whether they had any finance or money behind them or whether they were just people you should distrust.---A lot of people come to the Land Council.

Yes. But why - - -?---You don't know whether they've got money or - - -

But you didn't know anything about Solstice, You didn't know who was behind it, whether they had any assets.---No, I don't know.

You knew nothing about them, did you?---No.

10 So it couldn't be a good deal to put up for - - -?---Well, they done a really, they done a good presentation with slides on the - - -

They might have done a magnificent presentation to hoodwink - - -?---Yeah, dunno.

- - - the Land Council, but you're the trustee there, you're looking after the Council's interests, and you wouldn't do anything if it wasn't wise and in the interests of the Land Council, would you?---No.

20 Well, why would you put this resolution up for this bunch of people called Solstice, you had not a clue in the world who they were?---Don't know.

You just keep saying, "Don't know."---Well, what else am I supposed to say?

You must know, because you did it. You must have had a reason for doing it.---What reason would I have to be doing it?

Well, that's what I'm asking you to tell us.---That's what I just said, I thought they were going to move the Land Council forward.

30 All you say is, "I don't know," all the time.---The whole board knew about them.

You must know.---The whole board knew about Solstice.

Yes, what about you?---What about me?

You didn't know anything about them.---No.

40 No. What sort of chairperson were you, putting up a motion to have the board pass and did pass and you didn't know whether you were going to do a great deal of damage to the Land Council by putting up a group called Solstice and you didn't know anything about them? Why would you do a thing like that to your own Council?---Don't know.

That's the best answer you can come up with, "I don't know"?---Well, it seemed - - -

That's not a very satisfactory answer.---It's all there so I don't know, but I met Solstice, they did a presentation so - - -

You couldn't have taken your duties as chairperson very seriously.---Well, no, I didn't have no support behind me by State Land Council. They had a duty of care.

Yes, but you had a duty of care too.---Yes, I did.

10 Well - - -?---And I tried to move the Land Council forward.

This matter suggests you took no care. You just, for some reason which you still haven't told us about, put up this motion to help obviously Nick Petroulias and/or Ms Bakis, because there's no one else would benefit from this resolution.---No, that's a lie.

What do you mean, no?---I wouldn't have put that to benefit for Nick, Nick and Despina. I wouldn't have done it.

20 MR O'BRIEN: Sorry, Commissioner, can I raise a protest at this stage. The suggestion that there was no benefit for the Land Council's been put by you with respect to the witness. The resolution is obviously something which is of - - -

THE COMMISSIONER: Sorry, I can't hear you.

MR O'BRIEN: The resolution is something which clearly isn't fully understood or comprehended by the witness, but there is discussion within the minutes of money passing to the Land Council of great - - -

30 THE COMMISSIONER: Yes. Well, look, this is all a matter for submission, Mr O'Brien. Let's get on with the examination. Thank you. This is a matter for submissions.

MR O'BRIEN: Well, it might be, but I think, I think it's also a matter in fairness to the witness that the questions be phrased - - -

THE COMMISSIONER: In fairness? Why? What do you want put to the witness about this?

40 MR O'BRIEN: Well, that there was obviously a discussion that preceded the resolution and there hasn't been a word asked, not a question asked about the discussion that preceded the resolution.

THE COMMISSIONER: Whether there was a discussion, whether they spoke all day, she didn't have a clue what this transaction was about, what this resolution was about. That's plain, isn't it?

MR O'BRIEN: That, that - - -

THE COMMISSIONER: Mr O'Brien, I'm asking you a question. It is plain, isn't it, on the evidence?

MR O'BRIEN: It's plain on the evidence.

THE COMMISSIONER: Mr O'Brien?

10 MR O'BRIEN: No, that it not, that is not true, I don't think, with respect.

THE COMMISSIONER: I'm saying it is plain on her evidence she had no understanding about this resolution she put up.

MR O'BRIEN: The actual wording and the meaning and the outcome, certainly.

THE COMMISSIONER: Right.

20 MR O'BRIEN: But what preceded it hasn't been asked about.

THE COMMISSIONER: Yes.

MR O'BRIEN: For example the \$30 million that would flow to the Land Council.

THE COMMISSIONER: Well, whatever preceded it didn't hit home with her.

30 MR O'BRIEN: But this is, this is a woman who, who is dealing with, in terms of it, with a very elementary understanding of legal proceedings - - -

THE COMMISSIONER: It's not legal - - -

MR O'BRIEN: - - - with very legal jargon in relation to that resolution.

THE COMMISSIONER: Well, why would she go ahead even though she didn't understand it because it was legal jargon? She still said okay, I'll put it up.

40 MR O'BRIEN: Obviously because of the conversation that's preceded it which hasn't been asked about. That's what I say is - - -

THE COMMISSIONER: Oh, Mr - what conversation? What are your instructions, Mr O'Brien, about what conversation was put up before this resolution or - - -

MR O'BRIEN: Well, look - - -

THE COMMISSIONER: No, no, please. What are your instructions as to what was said at the meeting before the resolution was put up?

MR O'BRIEN: Well, well, my instructions are not a matter of public domain, Commissioner, with respect.

THE COMMISSIONER: No, no, but you're making this point and I want to know whether you have any instructions about it.

10

MR O'BRIEN: But I'm making the point on the basis of the minutes as recorded.

THE COMMISSIONER: All right. Let me put it this way. Do you have any instructions about that matter?

MR O'BRIEN: About that particular matter?

20

THE COMMISSIONER: About what was discussed before the resolution was put up by your client.

MR O'BRIEN: Not in relation to that particular matter.

THE COMMISSIONER: No, thank you. Sit down. Thank you. Yes, Counsel Assisting, get on with it.

MR CHEN: I think I asked you, Ms Dates, whether you remember what occurred at this meeting, do you remember what occurred, do you remember the discussion?---No.

30

Now, Ms Dates, I want to, before I move on from this, just draw your attention to a specific part of this resolution that was moved by you. Now, would you have a look at it on the screen, please, the last line and you can see that what is said, that it's proposing a sale to Solstice, "Or such other party in substitution to Solstice on comparable terms should that relationship fail." Do you see that?---Yep.

40

Now, Ms Dates, in the draft proposed resolutions that were emailed by Knightsbridge North Lawyers, Ms Bakis and/or Mr Petroulias, those words were not included. Will you just accept that for me for the moment?---Yes.

How is it that those words come to be included in this resolution that was ultimately read, do you know?---No.

What's the purpose of the addition of those words, to have another party substituted to Solstice?---I don't know.

Well, if you look at it now, Ms Dates, you would understand, would you not, that what this is enabling is any other entity to simply be put in the place of Solstice, so long as apparently there are comparable terms, isn't that right?---I don't understand that question.

Well, what it appears to be on the face, Ms Dates, to be doing is enabling any other party to come on in and take the place of Solstice without it coming back before the board.---Yeah, well, I don't know.

10 Well, that's apparently what it says. Do you dispute that?---I don't, I don't get your question.

Well, do you have any understanding of what those words mean or what it could entail?---No. I don't understand it.

So what, Ms Dates, because of Solstice, do you know?---No. They didn't come back.

20 And insofar as you're concerned, you heard no further communications from anybody about Solstice, is that the position?---Yep.

Ms Dates, these minutes also refer to a matter involving Larry Slee. Do you recall looking at that at the start of the minutes, volume 11, page 312? Do you know anything about an email that Mr Slee sent that came to be discussed at this meeting?---I can't recall.

30 Do you recall giving instruction to Knightsbridge North Lawyers to prepare a "legal letter to cease and desist baseless allegations"?---I think so. I can't remember.

You did give those instructions, did you?---Yes, I think so.

And was that a matter that you raised for discussion and decision by the board or is that a decision you made as chairperson on your own?---No, that was done at the board level.

40 And, what, you say there was discussions prior to Mr Slee being handed this letter, do you, that indicates that the board supported that a letter of that kind be given to Mr Larry Slee, is that right?---I don't get what you mean.

Well, you can see what is recorded in the minutes at volume 11, page 312, that at this meeting, Mr Larry Slee was handed a legal letter. Do you see that?---Yeah, I can't remember that.

Well, do you remember giving instructions to Knightsbridge North Lawyers to prepare a letter of that kind to be given to Mr Larry Slee?---No, I can't remember.

That would be something that would be required to be discussed and decided by the board, would it not?---It would have been.

Well, just so it's clear, your answer, so it responds to the question I asked, for that to happen that would be a matter that would necessarily have to go before the board for discussion and resolution, would it not?---Yes.

And so if there was such authority for that letter to be given, we would find a reference to that in the minutes, would we?---You should.

10

And if there's not, would you accept the proposition that there were no instructions to write such a letter provided by the board of the Land Council?---No.

Well, what's the difficulty you've got with accepting that proposition, Ms Dates?---I don't get what you mean.

Well, you've accepted the proposition that for a letter of that kind to be sent to Larry Slee, the board would need to resolve that that should be done.

20

---Yes.

And you've accepted as well that there would be a record, therefore, within the minutes which recorded that the board resolved to give instructions to Knightsbridge North Lawyers, isn't that right?---Yes.

So if there is no such record, because you don't have any independent recollection of this occurring, that would mean, would it not, that there was no authority given by the board for such a letter to be given to Mr Slee, isn't that right?---No. Would have been done at a board, board meeting.

30

I'm sorry?---The board would have, we'd have to have discussed that at a board – it should have the minutes on that. I remember something about that but I couldn't have done that by myself.

THE COMMISSIONER: Ms Dates, it appears that it never went to the board because there's no minutes recording it being dealt with by the board.---Well, the minutes should be there because it, it was passed through the board because - - -

40

And if it didn't go through the board, how can you explain why this letter was being handed to Mr Slee?---I don't know. Can't recall.

MR CHEN: Now, Ms Dates, I want to ask you to move forward in time by about a month to a meeting of the board on 6 May, 2016. Do you understand?---Yes.

Would you have a look, please, at volume 14, page 198, and you can see there, can you not, on the screen that they are the minutes of the board meeting on that day.---Yes.

And you can see as well that you are noted to be not only the attendee but, as well, the chair. Do you see that?---Yeah.

Now, you as the chairperson, I think, are the person who prepares the agendas for all the meetings, isn't that right?---Yes.

10

And that has been your practice for as long as you've been the chairperson. Is that the position?---Yes, me and the CEO. Yes.

All right. But together you work out the business that is to be discussed at a meeting, is that right?---Yes.

And you then arrange either yourself or have the CEO prepare the agenda listing all the items that are for discussion.---Yes.

20

And the purpose of that agenda is to enable, at the very least, other board members to know what is to be discussed at that forthcoming meeting. ---Yes.

And also to give some structure and order to what is to occur, is that right? ---Yes.

And was it your practice to provide the agenda at a given point in time prior to the meeting or would you just hand it over at the meeting?---What do you mean by that?

30

Well, when would you circulate, or ask to be circulated, the agenda prior to any board meeting?---Probably a week, three days before the meeting's called.

So at the very least you have clear in your mind at least three days prior to the meeting what is to be discussed at the forthcoming board meeting. Is that the position?---Yes.

40

Now, could you have a look please at still these minutes, and you can see on page 201 of volume 14 – I'm sorry, I'm going to ask you to just look at page 200 so you can see that something completes. You can see at the bottom of page 200 that there's a discussion of, Mr Slee leaves a meeting and there's a resolution about housing. Do you see that?---Yeah.

And if we look at the next page, which is page 201, you can see that there are two resolutions there recorded. Do you see that?---Yep.

And the first resolution records, “That owing to a failure to come to terms with the Solstice Group entities, that the Solstice proposal be rejected.” Do you see that?---Yes.

Now, do you remember that resolution being discussed at this meeting?  
---No.

Do you know what it means?---Yeah, that the Sultans [sic] proposal’s been rejected.  
10

And do you have any understanding about what the basis for the rejection is?---No.

What was discussed, if anything, at this meeting about rejecting the Solstice proposal?---I don't know. I can't remember.

What was the difference, if anything, between what had occurred about one month prior on the 8 April, 2016, and now to lead the board to a completely different position?---Don't know.  
20

How did this resolution come before the board, Ms Dates?---I don't know.

Well, you’re the chairperson. I want you to try and exercise your mind to how it is that the board, under your watch, passes this resolution to reject a proposal? How does this resolution come about?---I don't know. It’s there, I, I don't know but it’s there.

Well, we can accept for the fact that it’s there but you’re the person that guides the agenda and runs the meeting. How has this resolution come before you as the chairperson and thus the board?---I can't recall.  
30

Well, you see, it is the case, isn’t it, Ms Dates, that how this came about, this resolution, is it was emailed again by Knightsbridge North Lawyers, either Ms Bakis or Mr Petroulias, isn’t that right?---It could have been. I can't recall it.

Well, what information was placed before the board and board members to enable them to consider why this proposal should be rejected?---I don't know. I can't recall.  
40

Well, do you have any idea at all as to what the apparent disagreement was, why the deal fell over?---No, I can't recall.

Who was dealing with them? Was it you?---No.

Was it Mr Green?---I don't know.

Was it another board member?---No.

Was it Ms Bakis?---I don't know.

Was it Mr Petroulias?---I don't know.

10 It's fairly extraordinary, can I suggest to you, Ms Dates, that on the one hand on 8 April, 2016, the board is proposing the establishment of the Awabakal LALC Trustees Limited to oversee this Solstice proposal and the board sees fit to pursue it, and then four weeks or so later there's an about-face and you're unable to assist at all to explain how that has come about. ---I think I got, I got told that they walked away and didn't want to come back.

Who told you that?---Nick.

When did he tell you that?---I can't recall.

Well, it's obviously before this resolution, is it not?---I can't remember.

20 Well, if you just think about it, you have participated, have you not, in the passing of this resolution to reject their proposal?---What do you mean by that? You said - - -

Well you, I'm sorry?---What did you say. I didn't - - -

Well, you've participated, haven't you, in supporting this resolution that the Solstice proposal be rejected?---No.

30 You haven't?---No.

What, you've opposed it, have you?---I don't get what you mean.

Well, let's approach it this way, Ms Dates. You can see that there are two resolutions, described as resolution 1 and 2, do you see that?---Yeah.

I'm asking you to focus at the present time on resolution 1, and you can see at the end of that resolution, it says that the Solstice proposal be rejected. Do you see that?---Yeah, you already told, you already explained that.

40 And if you move down under the second resolution, you can see that it says, "Moved, Michael Walsh. Seconded, Lenny Quinlan. Carried."---Yep.

Now. Are you saying that you did not participate in supporting that resolution that was moved and seconded?---I can't recall.

Well, it doesn't record, does it, that you opposed it, does it?---No.

And we've seen on other occasions when other board members have declined to support a resolution that that has been noted in the minutes. Isn't that right?---No, they just put carried, they don't put names, they just put 4 or 3, 3 or 4.

Do you have a recollection of opposing this resolution or you just don't know?---No, I don't know.

10 Well, you surely would have been alive to some discussion when the resolution was read, surely?---I can't recall, I can't remember.

And you can see if you look at resolution 2, Ms Dates, that it talks about a community meeting going ahead, "To improve the economic value of the land such parties as agree with the terms of the community." It probably isn't expressed particularly well, but what was the intent of that resolution as you understood it, Ms Dates?---I can't, I can't remember. Can't recall.

20 Just pardon me for a moment. What you said earlier, Ms Dates, was that Mr Petroulias told you the deal had fallen over, or something to that effect.

THE COMMISSIONER: Or did you say that he said that they'd walked away, Solstice?---Walked away, yeah.

Hmm?---Yes.

He told you that?---Yes.

30 Where did he tell you that? Where were you when he said that?---I think at the Land Council.

And did he say why they had walked away?---No.

Did you ask him?---Can't recall. I might have said something.

MR CHEN: So you must have known at that stage, Ms Dates, that Mr Petroulias was dealing with Solstice. Isn't that right?---Yeah, probably was, yeah.

40 And did you ask him, well, what's going on?---We had a conversation at the Land Council but I can't recall, I can't remember what I said to him.

I mean, is there a record at all that we can find in the Land Council that notes what went on at this time and why the board was resolving to reject the Solstice proposal?---I don't know. Could.

This conversation that you had at the Land Council, is this involving just you and Mr Petroulias?---No, there was the acting CEO. I think she was there.

THE COMMISSIONER: Who was that?---I think it was Nicky Steadman. I can't recall, can't recall who else.

Well, there's at least three people there, Petroulias, yourself and Ms Steadman you think.---Could have been, yes.

MR CHEN: Do you have a recollection of that or not?---No.

10 Well, I want to show you this, how this resolution came to be, Ms Dates, and if you have a look, please, at Exhibit 106, page 40. Now, do you see there on the screen in front of you that there's an email from Knightsbridge North Lawyers apparently from Despina, sent to the front desk, do you see that?---Yes.

And you can see as well, can you not, that it was sent at 12.33pm on that day?---Yeah.

20 And it proposes or notes two resolutions. Do you see that?---Yeah.

And they are those resolutions in all but identical terms to the resolutions that the board passed at the meeting later that day. Isn't that right? ---I just seen the minutes on it, yeah.

You accept that, don't you, that they're the same?---Yeah.

30 And so what's happened again, as it did on 8 April, 2016, is that resolutions are drafted by Knightsbridge North Lawyers, sent to the Land Council and simply passed, isn't that right?---I don't know about that.

Well, that's what happened, Ms Dates, isn't it?---Well, it looks like it, yes.

And you're unable to say, aren't you, that you brought any independent judgement to bear to work out why the Solstice proposal should be rejected, isn't that right?---I don't understand what you mean by - - -

Well, you did not, as a chairperson and board member, try and understand why it is their proposal should be rejected, isn't that right?---Yes.

40 And you had an obligation, Ms Dates, did you not, as the chairperson and board member of this Land Council, to take steps to familiarise yourself with whatever information was necessary to satisfy yourself that you were acting in the interests of the Land Council, isn't that right?---Yeah.

And by failing to even find out anything about why it is that this proposal should be rejected, you failed, did you not, to properly discharge your duties as a board member and chairperson, isn't that so?---I don't get that question.

You did not competently and diligently carry out your functions as a board member when you agreed to this resolution, isn't that right?---Yes.

And all you were doing is handing over, in effect, the practical running of this whole aspect – that is, land deals – to either Ms Bakis and/or Mr Petroulias, isn't that right?---No.

10 Because you have not brought to bear, can I suggest, any form of independent judgement on any of these decisions that have been taken by the board, Ms Dates. What do you say to that?---What, what, I didn't get that. What was that?

You have taken no steps to properly familiarise yourself with material or information to enable you to properly discharge your obligations as a board member and chairperson. What do you say to that?---I don't get what you mean by that question.

20 You were simply, Ms Dates, agreeing to whatever was put before the board at the request of Ms Bakis and Mr Petroulias.---No.

THE COMMISSIONER: Well, in this instance you did. They sent you the resolutions and said, "We want these passed," in effect. Is that right?---But sometimes people can send you an hour before a board meeting, so - - -

But we're talking about outsiders here, people who are not Aboriginal people.---Well, I don't - - -

30 You see - - -?---You'd have a lot of trust in Despina because she was our solicitor.

Yes. Well, you see on the screen the two resolutions - - -?---Yes.

- - - that came from, well, it says it came from Ms Bakis. Knightsbridge Lawyers, anyway. See that?---Yeah.

40 And you just, instead of you acting as chairperson of the board to find out for yourself as to whether this is the right thing to do, you just simply obeyed them. They were calling - - -?---I simply trusted Despina because she was our solicitor.

And if she said, "Do this," you just said, "Okay, I'll do it."---It's got to get past the board.

Yes, but you would support a resolution if they asked you to put up a resolution without even knowing what the resolution was about, is that right?---I'm not very good at, I was never explained anything properly to me. It should have been explained to me.

Just answer my question. You have on the screen here communication with Knightsbridge Lawyers in effect saying, "Put these resolutions before the board," right?---Yeah.

And you obeyed them and did that, didn't you?---I trusted them, yeah. Yes.

Not even knowing what you were doing. You didn't understand the resolutions or what lay behind why resolution, the first resolution was being put forward. You didn't have any understanding about Solstice, is that  
10 right?---No.

So why would you - - -?---But I, but I met Solstice.

Why would you obey Ms Bakis when she said, "Put this resolution up," or if it was Mr Petroulias, without even asking a question of them, "Why should I do this?"---Because I had a lot of trust in Despina. She was our solicitor.

And you never said, "Is this in the interests of the Council?"---I always said is this going to move the Land Council forward, is it going to be good for  
20 the Land Council and I was always told yeah.

And did you ever say to her, "Would you please explain this resolution so that I can be sure I'm doing the right thing as chairperson?" Did you ever say that to Ms Bakis?---A couple of times but I can't remember, I can't - - -

On this occasion, on 6 May or thereabouts when she or he – Mr Petroulias if it was him – sent you these two resolutions to be put before the board, say, "I don't understand them. Could you please explain to me what they're all about?" Did you say that?---With the first one I did. I said, "How come  
30 Solstice is walking away?" I can't recall.

But did you ask for any information so that you could make a decision as to whether you were doing the right thing in putting these up before the board, these resolutions?---Yes. Yes, I think I did.

What did you ask her?---Is this going to be good for the Land Council? Is it going to move the Land Council forward? And she said, always said yes.

And did you ask for an explanation as to why it would be good and how it would be good and the extent to which it would be good?---Yeah.  
40

Hmm?---Yes.

You did. What did you say or what did she say?---I can't recall it.

You don't recall.---I just can't recall it.

MR CHEN: Were you actually given any advice - - -?---(not transcribable)

- - - about this transaction with Solstice, Ms Dates?---What was that?

Were you given any advice about the effect of this transaction with Solstice?---No.

THE COMMISSIONER: Did Mr Petroulias give you any advice about the Solstice agreement, what it was about and whether it was a good thing?  
---No.

10

Did Ms Bakis ever give you any advice of that kind about the Solstice agreement to you, what it was about, whether it was a good thing?---No.

Pardon?---No. I don't think she did, no.

MR CHEN: The Commissioner asked you earlier this morning, Ms Dates, about whether or not you could recall who Solstice were. Do you remember the Commissioner asking you a question to that effect?---Yeah.

20

And you didn't remember who they were, did you?---I can't recall. I remember there were three people but I can't recall.

You don't know their names?---No.

Do you know what they look like?---I think one was Chinese I think. I remember a Chinese, yeah.

30

And that's the person who you understand to be associated with Solstice. Is that right?---Yeah.

And was the other fellow Indigenous?---I can't remember.

Was the other fellow from the Torres Strait or appeared to be from the Torres Strait?---Yeah. I remember, yeah. A big bloke.

And that's who you say is - - -?---Wait there. I can't - - -

I'm sorry?---I can't recall.

40

Do you know the name Andrew Kavanagh?---No.

Do you know the name Ryan Strauss?---No.

You've said on other occasions, Ms Dates, that you remember the name Gows. Do you remember saying that?---Yeah.

And you've suggested that Gows did a presentation.---Yeah.

By Gows do you mean Nick Petroulias?---Yes.

And by presentation do you mean presenting as he did on 8 April, 2016 – that is, discussing these proposals – or do you say that Mr Petroulias in fact - - -?---It's in the minutes.

I'm going to start again, Ms Dates. By presentation do you mean that he actually attended and put a proposal forward?---Yes.

10 On behalf of Gows?---Yes. Yeah, I think so it was Nick.

Could you be mistaken about that, Ms Dates?---I can't - - -

Well, could you be confused and what really you're thinking about is perhaps an attendance by Mr Petroulias on another occasion such as what he did on 8 April, 2016?---Don't know. I don't get what you mean.

20 Well, I'm just offering you the opportunity to comment upon whether your evidence that you believe Gows did a presentation is mistaken.---I made a mistake, me? Is that what you're saying?

Well, your recollection is mistaken.---No, I remember Gows did a presentation but I can't remember when.

And can I suggest to you, Ms Dates, that in fact you're the only board member who's even suggested as much. Does that not cause you some cause for concern that maybe your recollection may be wrong?---Maybe, maybe it could, yep.

30 See, they never presented, Ms Dates, at all at any stage. Mr Petroulias may have turned up, but Gows and a proposal on behalf of Gows was never put before this board. What do you say to that?---Yes, yes, there was.

Well, you certainly are saying that you knew about Gows, is that right? ---No, I didn't know about Gows until a presentation took place.

And is this on 23 October, 2015, as well?---I don't know what dates. I'm not good with remembering dates.

40 Now, Ms Dates, I want to ask you to look, please, at volume 15, page 72. Now, you recognise that as a proposed agenda for a board meeting that is to occur on 2 June, 2016?---Yep.

And you can see that they have prepared a number of matters that would be discussed?---Yep.

And consistent with your earlier evidence, this is something that you and the CEO would have prepared and circulated, at the very least, three days prior

to this meeting, is that right?---Yes. It could be, it could be one day, three or one day. You could do it the next day.

But it's certainly given at least a day before a meeting, so that board members can think about what is to be discussed and ready themselves for the board meeting, is that right?---You read it on the night, yeah.

Well, whether they read it or not doesn't matter. I'm just asking about when you prepare it and circulate it as a general rule.---Yep.

10

Are you accepting that it's either one or three days prior?---Yep.

So, you can see on there, there's a reference at point 5, to Greg Cahill, Hillsborough Road. Do you see that?---Yep.

Now, that's the gentleman, as I think you recall, who had been presenting before the board over many, many years to try and secure one of the lots on Hillsborough Road, isn't that right?---Yep.

20

And you had been present when he had presented his proposals, isn't that so?---Yeah, about four.

And each time he would turn up and speak to the board and he would often hand out what he was hoping to do with that land, isn't that so?---Yes.

And one of the ideas he had was he wanted to build a retirement village, isn't that so?---Yes.

30

And he kept coming back because there were various changes in how the government might view the proposal, is that your understanding?---No, he just kept coming back because the board was changed so many times.

But do you remember at the time that he would come back, there were changes in, well, potential changes in how the land might be zoned and so he was coming back to pursue, wasn't he, whether or not a deal could be reached between the Land Council and him, is that right?---Yep.

40

Now, I'm just going to ask you to have a look, please, at volume 15, page 73 and you'll see there, the minutes of the Land Council on 2 June, 2016. Do you see that?---Yep.

And of course you are noted as being in attendance and the chair. Do you see that?---Yes.

And you can see at point 3 that Mr Cahill has attended and provided a proposal. Do you see that?---Yes.

You remember that, do you?---Yes. I remember that because I've been on the board for seven years and he's done over five proposals.

Yes. He's been consistent and persistent in coming before the board to try and get his proposal through. Isn't that right?---Yep.

And the board has been supportive of that, has it not, over the years?---Yes.

10 And if you have a look, please, at page 74, you can see that a motion has been moved that the Land Council allow Greg Cahill to present his proposal to the members for Hillsborough. Do you see that?---Yeah.

And it's been moved by you?---Yeah.

And so what you were agreeing to is for what is recorded, or his proposal in relation to the land to go to the next stage to be the subject of a members' meeting. Isn't that right?---Yep.

20 And you were agreeable, as were other members of the board. Correct? ---Yeah, yeah.

Now, if you look down at point 5 you can see there is another notation recorded. "Despina spoke about resolution that they would like for board to pass." Do you see that?---Yeah.

And you can see the resolution has carried below, can you not?---Yes.

30 Now, I took you to the agenda before, Ms Dates, but there's no notation in the agenda that was prepared for this meeting about the board having to discuss anything to do with Solstice or Advantage coming into this transaction. Do you see that?---Yeah.

How is it that the agenda that you prepared doesn't include this matter? ---'Cause it might have been something that Despina spoke on at the board meeting on the night.

That's what it seems like, doesn't it?---I can't, I can't recall.

40 Well, that's what it seems like, does it not?---That's what our solicitors can do in our boardrooms.

Right. And what had happened is, isn't it, that she did speak to the board and the board in fact passed the resolution that she proposed. Isn't that so? ---It looks like it.

Well, I want to come back to this, but I just want to show you something else, Ms Dates, if I can. If you have a look, please, at Exhibit 106, page 47,

you can see that there's an email directed to, amongst others, a person called Debbie Dates Towers, which is you, as I understand it. Is that right?  
---Yeah, that's my email, yeah.

Right. And so on the morning of this board meeting an email has come through to the CEO and to your own email address with a proposed resolution from Knightsbridge North Lawyers. Do you see that?---Yeah.

10 And if you have a look at the next page, which is page 48, you can see that there's a discussion about the earlier board resolution – there's a typographical error in this, it's actually 8 April, 2016 – and there's some other matters that are put in the next paragraph relating to Advantage et cetera. Do you see that?---Yeah.

And there's a resolution that is proposed involving the substitution of Advantage for Solstice. Do you see that?---Mmm.

20 So as I would understand what you've said, Ms Dates, is that this resolution is spoken to by Ms Bakis and passed by the board. That's right, isn't it?  
---It looks like it, yeah.

On what basis are you as the chairperson agreeing to the substitution of Solstice, sorry, of Advantage for Solstice?---I don't get what you mean there.

Why on 2 June, 2016, are you agreeing to Advantage being a party that can undertake this proposed land dealing?---I don't get what that, I don't really get what that means.

30 Well, let's go back to the minutes and let's go through it this way, Ms Dates. So, it's volume 15, page 73. You can see, can you not, on page 74.5, that a motion is passed by the board. Do you see that?---Yep.

And please read it to yourself, if you like.---Yeah, I read it.

And you understand what's occurring there, don't you?---No.

40 What, you've got no understanding?---That, that, that motion was emailed to me, is that what you're saying?

Just put that out of your mind for the moment, Ms Dates. I'm just asking you to focus on the resolution or as it's described in the minutes, the motion at point 5, namely that "Awabakal LALC board agrees to the replacement of Advantage for Solstice for the collaboration and development of the Awabakal Land Council and the Advantage transactions." Do you see that?---Yeah.

So, what is the effect of what the board has passed?---I don't get what you mean.

Well, what is that resolution doing, Ms Dates?---I don't know.

Well, Ms Dates, is that because you have no understanding at all of it or is there some other explanation?---I don't know.

Well, no, you've said.---I don't get what you mean.

10

And I'm exploring what you mean by, "I don't know." Do you have no understanding about what that is attempting to do or permitting to occur?  
---No.

And could I ask you this, Ms Dates, Jaye Quinlan's your sister?---Yep.

And Lenny Quinlan is your nephew?---Yep.

20

And you would vote collectively, wouldn't you, as a rule, together, isn't that right?---Even though that's my nephew, I see him probably once every five years.

I understand that but when you're dealing with board business, he would support his mother, would he not, if she supported something?---Of course.

And your sister would support you, wouldn't she?--- Yeah, yep.

30

In anything that you proposed or supported, is that right?---Well, no I don't, I take that back. No.

Well, in relation to these land dealings, that's what occurred, isn't it? You all voted together?---No.

Could you think of any instance involving any of these land transactions where you didn't vote together to support what was proposed?---Could you say that again?

40

Can you name an instance where you didn't vote together when it concerned a land dealing?---No. I don't know what you mean.

Now, Ms Dates, I want to return to your understanding of this resolution. When you say you don't know, are you saying that at no stage, including the date upon which this motion was moved, you had no understanding about what that resolution was about?---I can't recall, I can't remember.

It's not about - - -

THE COMMISSIONER: Just have a read of it now. See number 5?---Yep.

And it's got, "Motion 02/06/2016", et cetera. Do you see that one?---Yeah, I read it.

And then it starts that, "Awabakal LALC Board agrees." Do you see that? ---Yep.

Just continue to read that to yourself, that motion. I'll ask you some questions about it.---Yep.

10

Have you finished reading?---(No Audible Reply)

Thank you. Now having read it, do you understand the resolution?---To replace Advance [sic] or Soltice [sic].

Sorry?---To, to replace and move on to a company called Advance [sic].

MR CHEN: Do you know anything about what in fact that meant? What was going to be the effect of that?---I don't know.

20

Did you seek any advice from Ms Bakis about, well, what does this mean? Why should we be agreeing to this? Did you try?---I can't recall.

No, but - - -?---Probably, I probably did but I can't recall.

THE COMMISSIONER: Well, did she give you any advice as to what it meant?---She probably did but I can't recall.

30

Well, did she - - -?---There was a lot going on at the Land Council.

Well, did she or not?---She could have.

She could have but did she?---I don't know.

You don't know whether she did or not?---Yeah, I don't know. I can't recall.

And did you know anything about a group or a company called Advantage? ---I remember them coming to the Land Council, yeah.

40

But do you know who was behind Advantage?---Just a big company. He had a funny name by the name of Huss.

As at the date of this resolution, did you know who were the directors or shareholders of Advantage?---No. No.

Did you know whether they had been involved in land development before?---No.

Do you know whether they had any track record which indicated they were a company who could undertake a development for the Land Council or in relation to Land Council land?---Only when they done their presentation they showed what they've done overseas.

Yes, but did you have any information as to the track record or experience of Advantage at the time of these resolutions?---No.

10 Did you know whether they had any assets?---No.

Did you know whether they had any access to finance?---(not transcribable)

Did you know who their project managers would be - - -?---No.

- - - or anything about them, or whether they were competent or not?---No.

20 So this resolution was asking for support from the board to switch from Solstice to Advantage – that is, to switch to a company about which you had no information at all – is that right?---No.

Sorry, is it right or not?---It's not right. No, I don't know. Yes. They done their presentation. I remember them doing it.

Yes. Whatever the presentation was, I'm moving on. I'm asking you all these questions about what you knew or whether you knew anything about Advantage, and it appears at the time of this - - -?---No, I never.

- - - as you've said, you didn't.---Didn't, no.

30 Well, was any information sought by you as to who is Advantage?  
---They're a development company.

But did you ask for details and information about them?---I can recall asking Despina, "Are they going to come and do a presentation?" and she said, "Yes, soon," and they come and done a presentation.

Is that all you asked from - - -?---Despina, yeah.

40 - - - Despina on this question of Advantage?---Yes. Were they developers.

MR CHEN: But the resolution was going further, though, Ms Dates. It was substituting and permitting Advantage to be the party that would pursue these transactions, isn't that right?---Yes.

And so you're agreeing to enable them to be the preferred party to whom the Land Council would be dealing with when you know absolutely nothing about them.---I was told that they were a developing company and they're going to do a presentation.

Well, let's accept that and move on from it, Ms Dates. But what were the transactions? What was the land that was to be included, do you know?  
---No.

Do you know how many lots of the Land Council land were proposed to be dealt with in this transaction?---When they done their presentation, the whole board knew, yes.

10 I'm asking you at the moment, please, Ms Dates, about your knowledge on 2 June, 2016.---No.

And in what way or ways was it different from the Solstice transaction, do you know?---No.

See, Ms Dates, this again is simply another instance, can I suggest, where you have handed over the effective running of this board of the Land Council to Ms Bakis and/or Mr Petroulias. Isn't that right?---No.

20 You've taken no steps or no positive steps to properly discharge your function and duty as a board member to work out whether this is in the interests of the Land Council that you represent. Isn't that right?---I don't get that question.

Well, all you've done is apparently asked Ms Bakis are they going to do a presentation. That's it.---Yeah, when you're running a Land Council you're that, you rely on your solicitor a lot, yeah.

30 Well, you also, the board and the members of the Land Council rely on you as well, don't they?---Yeah.

And they rely on you to do your job, don't they?---Yes.

And they rely on you to make sure that you make appropriate inquiries. Isn't that so?---Oh, they rely on the CEO a lot more than me.

Well, you have your own - - -?---I don't run - - -

40 - - - obligations under the Act and the regulations, don't you, Ms Dates?  
---Yeah, but I don't run, it's not my job to run the Land Council. That's up to the CEO, day-to-day basis. I just sign off on wages.

Right. And so that's what you see as your role and your duty as a chairperson, is it, Ms Dates?---Yeah, call for board meetings and that.

You see, Ms Dates, can I suggest to you that you in the way that you have been conducting yourself during these board meetings is not a conscientious

and diligent exercise of your functions and duties as the chairperson and board member. What do you say to that?---I didn't get that question.

You're not properly discharging at all your duties as a chairperson and board member.---Yes.

Well, so it's clear, Ms Dates, you are simply handing over the running to others when it was your responsibility to guide and direct this board and your Land Council.---No, I didn't.

10

And you did not competently or honestly discharge your functions, if you think it's limited, Ms Dates, as you seem to do, to simply signing off on things. Isn't that right?---When you're asked to sign something with a solicitor you trust them.

Well, what about resolving things, Ms Dates? You've got your own free mind, don't you, to exercise whether you think it's in the best interests of the Land Council or not.---I don't get that question.

20

You've got your own obligations to determine whether something is in the right interests or the best interests of your Land Council. You accept that surely?---Yes.

It's got nothing to do with signing things, Ms Dates, does it? It's got something to do with you turning your mind to whether you should be doing something or not.---No.

You deny that, do you?---I don't know what you mean in that question.

30

Well, what do you see as your role, Ms Dates, as the chairperson and board member during this period?---I don't get, what do you mean, my role?

Well, what is your function? What are you there to do?---Keep the Land Council going, support the community, support the board.

Well, let's be a bit more specific then. What do - - -?---Try to move the Land Council - - -

40

- - - you see as your role in when a resolution is brought up by somebody that they would like it to pass. What do you see as your role in that situation, Ms Dates?---Support the board, I'd support the board, that's my role.

That's it?---Yeah, just support the board.

Well, how do you support the board, just by turning up?---Yeah.

And not participating or bringing your own - - -?---I open up the meetings.

Do you see the role as a chairperson and board member simply as a mere formality? You just sit in a chair and do nothing else?---No, you don't sit in the chair. You chair the meeting.

Right.---You open up the meeting.

10 Do you not think that as a board member you have an obligation to bring to every decision that you participate in your best effort to work out whether or not something is in the interests of the Land Council?---Yes.

And surely to do that you have to take positive steps to satisfy yourself that it is in the best interests of the Land Council.---Yep.

And you need to do that by asking questions, don't you?---Yeah.

Seeking information?---Yeah.

20 And protecting the members of the Land Council from the possibility that things may not seem as good as they look on paper?---I don't get that one.

Well, you have to be the guardian for those people you represent, Ms Dates, don't you?---Yeah.

And you have to bring your best efforts to ensure that everything is in the best interest of this Land Council and not other people. Isn't that right? ---Yes.

30 And the way you do that competently, diligently and honestly, Ms Dates, is to ensure at all stages that you are fully understanding what is happening. Isn't that right?---Yes.

And you, Ms Dates, throughout the course of this period and these various land transactions have taken no adequate step whatsoever to acquaint yourself with the bare essentials of what you're agreeing to. Isn't that right?---I don't understand that question.

40 You are not taking the appropriate steps to ensure that you are in a position to make a properly informed judgement about these land deals.---Yes.

You're agreeing with me?---Yes.

And all you were doing, Ms Dates, in the course of this period is signing off on anything that Ms Bakis or Mr Petroulias would put forward to you. Isn't that right?---Yes.

And you did that, can I suggest to you, Ms Dates, that is to say, you favoured what they did in complete and gross dereliction of your obligations as a board member. What do you say to that?---No.

And that you can provide no sensible justification for your conduct, can I suggest to you, Ms Dates, other than to say that you trusted Ms Bakis or you trusted Mr Petroulias or you thought you were moving the Land Council forward. Isn't that right?---Yes.

10 But even though you say you trusted them, you took no step whatsoever to understand the basic elements of any of these land transactions. Isn't that right?---I trusted a solicitor. She was our solicitor.

THE COMMISSIONER: Did you ever ask Ms Bakis, look, would you mind writing me a letter or write a letter to the board and set out in writing what this transaction with Solstice is all about and what the transaction later with Advantage was so that we can all look and understand on paper what is involved?---Yeah, I think, I think she did, I think she did that.

20 Did she. When?---I can't remember when but I think she did that.

In relation to what?---What Solstice and Advance [sic] Property, she did, she did put some letter in but I can't recall it.

Well, what was the purpose or the effect of the letter?---I can't recall.

Well, did it concern Solstice?---I can't recall.

30 Did it concern Advantage?---I can't recall.

MR CHEN: Did you read it?---Yeah, but, I read it but I can't recall, I can't remember it.

THE COMMISSIONER: What did you do with the letter?---It's at the Land Council.

Pardon?---It's at the Land Council.

40 Did you put it before the board?---I think the board seen it, yeah.

Well, did you take steps when you got the letter from Ms Bakis to make sure it was put before the board so that they too would have the opportunity of reading it?---I can't recall.

You can't recall.---I can't remember.

MR CHEN: It's not noted in the minutes as being tabled, any advice to this point, Ms Dates.---There was the minutes there but I don't know. It was in the minutes. She did table a letter but - - -

THE COMMISSIONER: There was only one letter from Ms Bakis in all this, throughout this period of the land transactions, or was there more than one, do you say? That is, a letter giving advice and explaining by way of giving advice.---I think she'd only come and give us advice when they'd done their presentations, so she was there when the presentations were done.  
10 But she, before they, they would come she'd speak to the board, so - - -

I'm not talking about speaking. I'm talking about paper. You know, writing on a piece of paper, a letter setting out advice as to why the board should make a decision or vote in favour of any proposition.---There was letters there, a couple of letters.

You say it's now two letters?---There's one or two.

They're sent to you?---Sent to the board, I think.  
20

Whose letters are they or were they?---It was just a letter to, to present it at a board meeting.

Who sent the letters? Where did they come from?---Despina. Despina.

What were they about? What topic did they provide advice on?---Can't remember. Can't remember.

Can't remember.  
30

MR CHEN: Did you actually read them, Ms Dates?---Yeah, but I can't recall what the letter was.

I'm sorry, so it's clear, did you actually read these advices?---Yeah.

Did you understand them?---I can't recall the letter. I can't say that.

THE COMMISSIONER: Did you tell anybody in the Land Council about these letters?---The board knew.  
40

How did they know?---Because they were presented at a board meeting.

Pardon?---They were presented at a board meeting.

When?---I can't remember when.

Who presented them?---Despina.

She presented them?---Yeah.

MR CHEN: There are some advices, Commissioner, but there's a bit of a debate as to who saw them.

THE COMMISSIONER: About Solstice or Advantage?

MR CHEN: I'm not going to positively say they're not, Commissioner.

10 THE COMMISSIONER: All right.

MR CHEN: They're certainly, and the timing of them is a question.

THE COMMISSIONER: We'll look at that in due course.

MR CHEN: Yes, Commissioner.

THE COMMISSIONER: All right. Well, we might take the morning tea adjournment I think.

20

MR CHEN: Yes, certainly.

THE COMMISSIONER: Yes, very well. We'll adjourn.

### SHORT ADJOURNMENT

[11.27am]

30 THE COMMISSIONER: Yes, Mr Chen.

MR CHEN: Thank you, Commissioner. Now, Ms Dates, would you have a look, please, still at these minutes of 2 June, 2016, to volume 15, page 74, I want to draw your attention to. Now, you can see above the resolution that's passed in connection with Advantage, at the top of the page, that the board had resolved to permit Mr Cahill to present his proposal. Do you see that?---Yep.

40 So, what has happened at this meeting, Ms Dates, is that Mr Cahill has come along, made a presentation to acquire land of the Land Council on Hillsborough Road, Warners Bay, which the board has then resolved to enable to him to go to present further at the members' meeting. Do you see that?---Yep.

But two resolutions later you are participating in another resolution to enable the Advantage transactions to proceed further, which involved the very same land. How has that happened, Ms Dates?---I don't know.

Well, Ms Dates, you were at the meeting and you're the chairperson. Why

is it that Mr Cahill has to come along and make a presentation repeatedly in the ordinary and proper way, the board passes a resolution enabling him them to take it a step further to present to the members, yet seemingly a matter of time afterwards in the very same meeting you're accepting a resolution raised by Ms Bakis that in fact Advantage can be substituted taking the very same land. How has that happened?---I don't know it was the same land, I don't know. Doesn't say the land.

10 Well, because you don't know about what's behind these transactions, I can ask you to assume this Solstice transaction, Ms Dates, in fact involved the very lot that Mr Cahill wanted to acquire. Did you not know that?---Which, which, is Advance [sic], are you taking about Advance [sic]?

I'll start again, Ms Dates. You know, it's obviously from this minute that Mr Cahill was interested in land on Hillsborough Road, Warners Bay, isn't that right?---Yes.

20 And did you not know, Ms Dates, that the Solstice transaction and that the Advantage transaction also dealt with that very same lot in Hillsborough Road, Warners Bay?---Yes.

You did?---Yes.

30 So how is it that Mr Cahill turns up and the board resolved to permit him to make a presentation to the members, but two resolutions or one resolution later you're resolving to permit Advantage to be the party involved in this transaction?---I, I don't, I didn't know that Advantage wanted that land until they done their proposal but I, I, I remember Hillsborough Road was in Advantage proposal, yes.

Well, did you direct the CEO to make contact with Mr Cahill to let him know that?---I don't know, I can't, I can't recall if she did.

Well, did you ever tell Mr Cahill that, well, hang on, there's another party that's interested in this land as well?---I can't remember.

40 Well, why is it that on the one hand Mr Cahill has to make a presentation to the board to enable it to move forward, yet all it requires for Advantage to be put into its place is that Ms Bakis proposes this resolution? Can you explain that?---No.

THE COMMISSIONER: It doesn't sound very equal or fair, does it?  
---(No Audible Reply)

Somebody gets the rails run. They don't have to go down and do what Mr, what's his name again, Mr - - -

MR CHEN: Cahill.

THE COMMISSIONER: - - - Cahill was told he had to do. They just get favoured treatment, no problem.---I didn't know Advance [sic] wanted the land until they'd done their proposal.

MR CHEN: Ms Dates, do you remember meeting, prior to this meeting on 2 June, 2016, anyone from Advantage?---I can't remember the date they done their proposal, but no.

10 You don't remember meeting them before this?---(No Audible Reply)

Well, I'm going to withdraw that question. I want to give you another fact that might help assist you in your recollection. There's a meeting on 7 June, five days later, where it seems that Advantage did turn up and speak to the board. Is that what you're referring to when you say their proposal?---Yes.

All right. Prior to that occasion did you ever meet anybody from Advantage or anyone that identified themselves as being associated with Advantage?  
---No. Can't recall.

20

All right. What's the answer? No or you can't recall?---No.

Right. You didn't meet anyone?---No.

And did you ever attend a meeting with any property developers in the Knightsbridge North Lawyers' office in May of 2016?---No.

You deny attending, do you, any such meeting?---Yeah, I deny. I don't recall.

30

Well, let's have look if you would, Ms Dates, at the meeting on 7 June, 2016. So it's volume 15, page 95. Now, do you see these apparent minutes dated 7 June, 2016 from the Land Council?---Yep.

Do you know who prepared these minutes?---No.

They've taken a different style, haven't they, in the sense that all the other minutes that we've seen to date have adopted the same format, haven't they?---Yeah.

40

Do you know why these minutes are put on the Land Council letterhead as opposed to the usual way in which they've been prepared?---No.

Did you know, Ms Dates, that in this period of time that the minutes were being sent to Knightsbridge North Lawyers, either Mr Petroulias or Ms Bakis, for them to complete? Did you know that?---No.

Should that have occurred?---No.

Why do you say it should not have occurred?---Because it's up to staff to do the minutes in the, in the, in the Land Council.

And it would be up to the staff to ensure that whatever is in the minute book recorded by the minute-taker is contained in the minutes. Would you agree?  
---Yes.

10 And it's not for outsiders, whether they be solicitor or otherwise, to enter information into the minutes of your Land Council at that stage. Isn't that right?---Yeah.

It would be wrong, wouldn't it?---It, it would be wrong, yeah.

And if you had known about it, you wouldn't have permitted it to occur, would you?---No.

20 And did you know that the minutes of 8 April were sent to Mr Petroulias and/or Ms Bakis for them to finalise?---No.

Did Ms Bakis or Mr Petroulias ever tell you that they were involved in the finalisation of minutes of board meetings of the Land Council?---No.

Now, let's go back to 7 June, 2016. Do you know what was discussed in relation to the apparent transaction that was to be pursued with Advantage?  
---I didn't get the question. What was it?

Do you know what was discussed?---With Advantage?

30 Yes.---No. At a, at a board level, yeah.

Well, what was discussed at this meeting on 7 June?---They just done a proposal and they were going to take it to the members.

Well, what was the proposal about? What were they saying they were going to do? Do you remember?---Work at the Land Council with \$30 million and develop our land and build a nursing home and, I remember that. That's about it.

40 And what land was to be sold, do you know?---I think they had most of our lands. They were going to develop most of our lands.

And who gave the instructions for most of the land to go into this transaction? Was it you?---No.

Was it Mr Green?---No.

Well, how did it come about that number of lots of the Land Council came to be involved in this transaction?---I don't know.

You've got no idea at all?---No.

Well, who is running this transaction? Is it the board? Is it Mr Petroulias? Is it Ms Bakis? Is it somebody else?---I don't know.

You've got no idea?---I knew the board knew about the proposal.

10

Well, I'm just focusing at the moment, Ms Dates, if you wouldn't mind, just on what you knew. Who is guiding this transaction?---I, I, I believe it was Nick.

And what - - -

THE COMMISSIONER: Did you think Nick had some sort of commercial stake or benefit to get out of these transactions?---I don't know.

20

Did you ever suspect or think about whether he in fact was seeking an opportunity for himself through these transactions?---No. I don't know.

No. He seemed very interested in them, though, didn't he?---The board did because looked like a really good proposal.

No, no. Nick, Mr Petroulias.---Yes, yes.

To your observations he showed a lot of interest in these transactions, didn't he?---Yes, yes.

30

Did you ever ask yourself, "I wonder why?"---No. I just thought it was good for the Land Council because Advance [sic] Property tried to put their  
- - -

Did you think that Mr Petroulias might be just interested just to help somebody without getting any benefit out of it, out of these transactions? Or did you think he might have a stake in them?---I didn't think any, I didn't think anything of it.

40

Hmm?---I didn't think anything of it, like - - -

Well, it must have crossed your mind. Why is he doing all this work and getting so interested in Awabakal Land Council land transactions? It must have crossed your mind at least, well, several times, wouldn't it?---No, because that's what I thought land councils was, to, to sell land and to move our Land Council forward, and the proposals all looked so good.

No, you're avoiding my question.---What's that?

You are avoiding answering my question.---What was your question?

Well, are you going to listen?---Yeah.

Will you answer it?---Yes.

10 All right. This is the question. It must have occurred to you on more than one occasion that Nick was displaying a lot of interest in these land transactions and going to a lot of work in doing things connected with the land transactions that he might have a commercial interest in the commercial transactions himself.---Yes.

That did occur to you?---Yes.

20 So it was apparent that he wasn't doing this for love, that he was doing it for, well, money, commercial gain for himself. That's what crossed your mind?---I didn't think of it like that. I didn't think it would be like that. I thought it was just a deal to move the Land Council forward.

But why do you think Nick was putting so much time and effort into these land transactions?---I don't know.

Did you think he was doing it for love or fun or do you think, did it cross your mind that he might be doing it for commercial benefit to himself?---It didn't cross my mind. I thought he was helping us out.

30 Just for no reason?---Yeah, I just thought he was doing to help the Land Council out.

He wasn't Indigenous, was he?---No.

He'd never been involved in Indigenous matters that you knew of in the past?---No, I don't know him.

No. So, here's this white man, as it were, comes in showing a lot of interest in Aboriginal land. It never crossed your mind that he might be seeking to obtain a commercial benefit?---No. He just spoke to the board very good.

40 What, did you think he was doing it voluntarily for no, no money or no commercial gain, did you?---I just thought he was helping Despina out. Like, to move the Land Council forward.

And nothing in it for him? No - - ?---I didn't think of it like that.

Pardon?---I didn't think of it like that.

MR CHEN: Well, Ms Dates, let's just look at the chronology here, is that on 2 June there's a board meeting where this resolution has permitted Advantage to come in and be the party to transact with the Land Council, isn't that right?---What do you mean by that?

Well, you passed a resolution - - -?---Like, is it to take it to the next level?

No. You passed a resolution on 2 June that substituted Advantage for Solstice, isn't that right?---Yes.

10

Five days later, then there's another meeting involving Advantage, that's right?---Is that a board meeting.

It is a board meeting. It's in front of you, Ms Dates. It's 7 June, 2016. ---I've got nothing in front of me. Oh yeah, it's on there now.

All right, well, you've seen it. You see it's in front of you now, do you? ---Yep.

20

All right, so who's arranged this meeting within five days of the earlier one?---I can't, I can't recall.

Well, you must have approved it, mustn't you?---I probably did, I don't know.

And it seems to be an extraordinarily brief time between substituting a party on the 2 June to undertake this deal and another meeting occurs.---You can have, you can have another developer come, come to the Land Council the following week after.

30

Well, not only that, though, Ms Dates, if you look at it, the board then resolves to execute these agreements. Do you see that?---Yep.

And that's what occurred, isn't that right?---It looks like it, yeah. That's on - - -

Well, that's what did occur and you know that occurred.---I can't recall.

40

Well, Ms Dates, if we just focus then on 7 June, 2016, are you able to say what properties this involved, this transaction with Advantage?---No.

Do you know whether the Land Council had secured any form of valuation for these lots that it was apparently willing to hand over for \$30 million?---I don't get what you mean.

Well, what was the value of the land, independently assessed, that you were agreeing to sell?---I don't know.

And what is more, you did not instruct any person to secure a valuer to go out and tell you how much it's worth, did you?---Yes.

You did, did you?---I think, yeah, we seen a valuation on our lands.

Of all of them did you, Ms Dates?---Yes, I think we did.

You did, did you? So where will we find these valuations?---At the Land Council.

10

Right. And how much was the value of these lots according to this valuation you got?---I couldn't, I couldn't recall, I can't remember.

So, where will we find in the minutes recording that valuations had been secured?---I don't think they're in the minutes. They're just at the Land Council itself, the valuations.

Well, can I suggest to you, Ms Dates, you're simply, perhaps on one view - -?---On all our land,

20

- - - just mistaken that there were some valuations which have been secured for other purposes but, at the most, on a confined limited number of properties, isn't that right?---All our land evaluated. All the valuations on our land's in the Land Council.

And you were the person that instructed a valuer to go and value these lands, were you?---No, not me.

Well, who did?---I can't recall.

30

Well, when were they done?---I can't recall.

Well, was it whilst you were the chairperson or was it before then?---I think it was before then. I'm not sure.

And so what comparison did you make, Ms Dates, between apparently these valuations and the price that was offered by Advantage? Was it good, the deal?---Yeah, it was a good deal.

40

Was it?---They, they wasn't buying the land. They were giving us 30 million to work with the Land Council and work our lands and build us a nursing home and it was a good proposal. They didn't have the chance to take it to the members. They had the money.

You know that, do you?---Well, they showed us what they've done overseas, they showed the board, they wanted to show the members what they achieved in Sydney, Melbourne, overseas, and yeah, they done a lot for communities.

Well, let's just stick at the moment to these valuations that you say, Ms Dates, that have been secured. You can't tell the Commissioner now what the sum of the properties that were valued, can you?---No, I can't recall, no.

And you can't even identify any of the properties that you say valuations were apparently performed on, can you?---All our lands have to be valued [sic]. It's got to be recorded in the Land Council.

10 So is this the thrust of it, Ms Dates. As I understand it you believe that the value or the money that was to be paid to the Land Council was on your own independent judgement a good sum?---What do you mean by that?

Well, a good price for the Land Council?---I looked at their proposal as they were giving the Land Council \$30 million.

Well - - -?---So yeah.

20 Just by that figure, that was a good deal, was it?---For the money they were giving to the Land Council, yeah.

And in return you were giving up what?---I can't recall.

Well, who was going to pay for the development, Ms Dates?---Advance [sic] Property.

Is that right?---Yes.

30 You know that, do you?---They, that's what is in their proposal.

Is that right? You read that, did you?---Yes.

And your understanding of their proposal was that they would pay for all the costs of the development of Land Council lands. Is that so?---Yes.

And you relied, did you, upon your own assessment of their documentation to form that view. Is that the position?---I didn't rely, the board, the board made a decision.

40 No, I'm asking you, Ms Dates.---Yes, I did, yeah.

You did, did you?---Yeah.

And what's the proposal? What's the title of this document that apparently they presented that's not recorded in the minutes?---Well, it should be in the minutes.

Well, what's the title of this document that you read and relied on to form the view that Advantage would be the party that would be funding all of the development costs?---Well, it's in the proposal.

You see, Ms Dates, let's move from beyond that. You know that a number of documents were signed, don't you, by you on 7 June, 2016, involving the Land Council and Advantage. Isn't that right?---Can't recall.

10 Do you seriously say you can't recall signing a number of documents involving Advantage on this day?---I sign a lot of documents but I can't recall.

Well, have you ever signed any documents, Ms Dates, that involved \$30 million?---No.

So the only ones that you would have signed with that value surely are these ones.---What ones, the Advance [sic]?

20 Well, you're the one saying that they were going to pay \$30 million to the Land Council.---Yeah, that's in their proposal. It's in the minutes.

And that involved you signing a number of documents, didn't it, Ms Dates? ---No.

Not at all?---No. It had to go through the members.

30 THE COMMISSIONER: Why would it have to go through the members? ---Their presentation. I couldn't sign to sell it, it's got to go to the boards, to the members and then to, the only person that can sign off on it is the State Land Council.

MR CHEN: Well, Ms Dates, you've passed a resolution that says, "That agreements with Advantage affecting previous board resolution be executed." Do you see that? It's on the screen.---(No Audible Reply)

MR O'BRIEN: With respect, there's no signature on the resolution itself.

MR CHEN: I understand that.

40 MR O'BRIEN: That was the question.

MR CHEN: No, I read a resolution.---I don't know about that. I - - -

Well, you can see - - -?---I can't recall that.

But you can see above it, it says, "Noted that agreements once executed need to be taken to members. Resolved that agreements with Advantage affecting previous board resolution be executed." Your board is resolving

that you, in fact, and Mr Green would sign these various agreements, Ms Dates.---I can't recall. Can't remember.

Well, that's in fact what you did, isn't it?

MR O'BRIEN: In fairness, I object to that. I think, in fairness, if that is suggested – that she did in fact sign that – the execution - - -

THE COMMISSIONER: Can't hear you.

10

MR O'BRIEN: - - - the execution of the document should be shown to the witness because there has been on - - -

THE COMMISSIONER: Well, I'm sure we're going to come to that.

MR CHEN: I don't think, with respect to my friend, my question is unfair. I can ask her if that's what she did, and she can accept, deny or give some other explanation and of course I will take - - -

20 THE COMMISSIONER: You will take her to some of these agreements, yes.

MR O'BRIEN: Well, I think she said she has been asked already about the execution of a \$30 million agreement. She said she can't recall. In those circumstances the answer is going to be pressed and pressed and pressed as much as she liked - - -

30 THE COMMISSIONER: Mr O'Brien, I'm confident that Counsel Assisting is going to take her to the individual agreements that he wants her to look at. It's common ground she signed a lot of these agreements, so, I mean - - -

MR CHEN: I think as well - - -

THE COMMISSIONER: In other words I'm saying she'll have an opportunity to have the agreements placed in front of her.

MR CHEN: I'm proposing to do that but she denied, as I understood one of her comments before, saying, "I did not have the authority to sign it." And - - -

40

MS NOLAN: No, no. I object. That's not what she said. She said, "I did not have the authority to sell the land." And the proposition is correct. No-one can dispute that. That's what the Aboriginal Land Rights Act provides.

THE COMMISSIONER: Yes, you continue.

MR CHEN: Now, you did sign a number of these documents, didn't you, Ms Dates?---What documents?

Involving Advantage.---No. No, I never.

You never did?---No.

Have a look if you would, please, at volume 15, page 98. Do you see there a document called a call option agreement or call option deed?---Yeah.

10 THE COMMISSIONER: Do you know what a call option deed is?---No.

Did anybody ever explain to you what a call option deed is?---No.

Did anybody explain to you what this document on the screen called Call Option Deed, 7 June, 2016, what that deed meant?---No.

MR CHEN: Now, if you just look at the first page of that document, I'm sorry, page 101 of volume 15, you can see that it makes a general description of the parties. Do you see that?---Yeah.

20 And I'll show you the schedule which identifies those various parties, Ms Dates. And if you turn, please, to page 109, you can see that that involves the Land Council on the one hand and Advantage on the other. Do you see that?---Yeah.

And while we're here, Ms Dates, if you turn to page 111, you can see that there is a page for the signing by the owner or somebody on behalf of the owner. Do you see that?---Yeah.

30 And do you recognise that as your signature there?---Yeah.

Does that appear to be your handwriting there?---Yeah.

And if you look down the bottom you can also see that somebody has typed a section, "The owner hereby acknowledges receipt of the option fee deposit." Do you see that?---Yeah.

And it's also got a place for somebody to sign, do you see that?---Yep.

40 And that appears to be your signature, does it not?---Yep.

Did you sign this, Ms Dates?---I can't recall it.

Are you denying that or you just don't remember?---Denying it. I can't remember signing it.

If you have a look please, Ms Dates, at volume 15, page 113, you can see there that there's a property described as 127 Maitland Road, Islington. Do you see that?---Yep.

That's the Land Council office, isn't it?---Yep.

And you were a party to agreeing to selling the Land Council office, were you?---No.

How did that get in there, Ms Dates, to this agreement?---I don't know.

10 Well, you were the chairperson. How does it come that all these properties, if you - - ?---I haven't seen this letter. I haven't seen this before.

Did you give any instructions for all of the Land Council land to be included in this agreement?---No.

Do you know anybody that did?---No.

20 I did think you said earlier in your evidence that somehow the board had resolved to sell most of its land.---I don't think I said that. I don't recall saying that.

Are you able to offer any explanation as to how all these lots of Land Council land, including the Land Council office, end up in this agreement? ---No.

But what is clear is you didn't give the instructions for this to be included, did you?---No.

And you don't know of any other board member that did, do you?---No.

30 Was there any discussion or advice between you and Ms Bakis about how these properties would end up in this agreement?---No.

What about with Mr Petroulias?---No.

Could you offer any explanation as to how this has come about?---First time I seen it.

40 So, but you've told the Commissioner that you think all these properties have been valued.---All our land's valued.

And that you know the value of them, is that the position?---No, I didn't take much notice of that.

Does it surprise you to see all these lots in this agreement?---Yes.

Why does it surprise you?---Because it's got my mother's units and it's got my daughter's units for sale on there.

Was that ever the subject of any discussion at any meeting you had?---No.

Did you ever understand that these transactions were going to involve such a wholesale – I withdraw that. Did you understand that this was going to involve this many lots, this deal with Advantage?---No.

Never discussed at this meeting that you had on 7 June, 2016?---No, nothing like that.

10 Are you troubled by it?---Yes.

Why are you troubled by it?---Because I'm shocked to see houses and flats and units and that for sale on there and they never spoke, houses and flats and that were never spoken about. So, yeah, I'm shocked to see it.

Do you feel you've been misled?---Yes.

20 MS NOLAN: I object. I mean, my friend is misleading, if anybody's misleading at the moment, because these properties – I'm cognisant of the situation that my friend finds himself in with respect to this cross-examination, but the true nature of this agreement, and I know my friend, I intuit my friend understands that because he pulled back on one question, but the true nature of this agreement clearly is not being put to this witness and she is under a misapprehension which needs to be corrected, in fairness to her, if he is to ask the question as to whether or not she felt she was being misled. It's grossly unfair.

30 THE COMMISSIONER: Ms Nolan, there is nothing at all wrong with the question. I'll allow it.

MR CHEN: Well, do you feel that in terms of the identification of these properties in this option agreement were fully disclosed to you at any meeting, Ms Dates?---No.

40 And you said earlier that nobody every described or mentioned to you that it involved residential properties, some of which you've identified, is that the case?---But is this, is this a sale thing, a development thing or is this, is this just all the lands and houses and that we own? Because when I look at it, it looks like it's the lands and the, and some of the property the Land Council owns. That's how I look at it.

Well, no, this is part of, it's replicated in two documents, called Call Option Deeds, dated 7 June, 2016, and if you go back to the beginning of it, because my learned friend's concerned about this, and I'll take you to volume 15, page 101. This is an agreement that provides an option for Advantage to purchase these properties.---I haven't seen that before.

Well, I understand that, but this is identifying the properties over which options have been conferred or granted in favour of Advantage. Do you see that?---Yes.

And my question to you is, at any of these meetings was there any discussion at all about the nature and extent of the properties that were to be included in this call option deed or this transaction more generally with Advantage?---Can't remember.

10 Well, what did you understand the land that would be the subject of this transaction would be?---What do you mean by that?

Well, what was, what land was to be dealt with in this transaction or this deal with Advantage?---Just some of our land where we could build a nursing home, a housing estate, jobs for employment people. I don't know why the house is on there, some of the houses are on that. I've never seen that.

20 THE COMMISSIONER: So you - - -?---I, I - - -

Do you say you haven't seen this document that's on the screen now before? ---No.

Did anybody show it to you when you were asked to sign the agreement or the deed?---Could have been Nick, I'm not sure. I think it was Nick.

No, but did he show it to you so that you could see what lots were involved in the option?---Yes.

30 He did?---Yes.

So you looked at it and read it?---No, I never. That's the first time I've seen it.

Well, that's what I'm asking you, whether you had your attention drawn to the properties that were being affected by this option before you put your signature on the document.

40 MR O'BRIEN: Sorry - - -

THE WITNESS: I haven't seen it.

MR O'BRIEN: Sorry, Commissioner, I think that's based on an unfair premise because when asked if she signed this particular deed she said first she can't recall, then when pressed she was asked, "When you say you can't recall, do you mean you deny it or you can't remember?" This is my recollection of the evidence. And then she said, "I deny it."

THE COMMISSIONER: Right.

MR CHEN: I think that's right, Commissioner.

THE COMMISSIONER: Right. Okay. Fair enough.

MR CHEN: I want to show you some other documents, Ms Dates, as well. Would you have a look, please, at volume 15, page 117, and you'll see there's a call option deed, it's described in the same way as the earlier  
10 document I showed you. Do you see that?---Yeah.

And if you look at page 120 you can see as well that it's styled in a similar way to the other document I showed you. Do you see that?---Yeah.

And if you have a look, please, at page 128, you can see that it involved the Land Council and Advantage.---Yeah.

Do you see that?---Yeah.

20 And you can see there's a purchase price formula, do you see that, \$30 million?---Yeah.

And if you turn, please, to page 130 you can see your signature apparently appears there, does it not?---Yes.

And is that your handwriting as well - - -?---Yes.

- - - Debbie Dates? And you can see your signature appears down the bottom above the line, "For the owner."---Yep.  
30

Do you see that?---Yes.

Do you recall signing this document, Ms Dates?---No.

Are you denying that you did?---I can't recall signing it. I deny it.

If you - - -

THE COMMISSIONER: It looks like your signature in both places.  
40 ---Yeah, it's my signature, yes, my signature.

No doubt about that?---It's my signature, yes.

MR CHEN: Do you have any understanding about – I withdraw that. Have you ever seen this document before?---No.

Do you have any understanding of what a call option deed is?---You've already asked me that question, but no.

Now, would you have a look, please, at volume 15, page 135. Do you see there that's a document described as a collaboration agreement?---Yes.

And you can see nominated on the front are a number of parties, one of which is the Land Council.---Yes.

Have you seen this document before?---No.

- 10 Would you have a look, please, at volume 15, page 157. And this, Ms Dates, is the page where people apparently sign and you can see that at the top on the right-hand side, under "signature of officer", that appears to be your signature, does it not?---Yes.

And the handwriting "Debbie Dates", is that your handwriting?---Yeah.

Did you sign this document, Ms Dates?---I can't recall. I've never seen that document.

- 20 You've never seen it?---No.

Are you sure you've never seen it before?---No, I never seen it.

You're certain of that, are you? You've never seen it before?---Yes.

And are you able to explain how your signature appears to be on that document or you can't say?---Can't say.

- 30 Would you have a look, please, at volume 15, page 160, and you'll see there a document described as an Agreement Addendum Regarding Community Housing. Do you see that?---Yes.

And you can see that the Land Council is nominated as the owner on that document, can you not?---Yeah.

If you look at page 161, on the bottom left-hand side above the line "owner", do you see what appears to be your signature?---Yeah.

- 40 Do you remember signing this document?---No.

Are you denying that you've signed it?---I deny it. I don't - - -

I'm sorry, I didn't hear that.---I deny it. I don't know if I signed it. I didn't sign it.

You've never seen this before?---No.

If you have a look at volume 15, page 162, you can see there a document described as Confirmation of Variation of Retainer and Engagement with a date of 7 June, 2016. Do you see that?---Yeah.

And you can see down the bottom, above the line “For Awabakal”, that appears to be your signature, does it not?---It looks different but - - -

How does it look different?---I don't know. It just, just looks different. Yeah, I'll say yeah, but it looks different.

10

And do you remember signing this document?---No.

Do you remember being asked to sign a document which confirmed the retainer of Knightsbridge North Lawyers?---No.

Were you asked by Ms Bakis ever to sign a document confirming the retainer of her firm on or about 7 June, 2016?---No.

20 Was there any discussion at all at any time between you and Ms Bakis about you being asked to sign a document which confirmed her appointment?  
---No.

You deny that, do you?---You've got to explain it to me a bit better. I don't understand what you're saying.

30 Well, I'll start again. This document appears to be, on the face of it, a document that confirms the ongoing appointment of Knightsbridge North Lawyers as the lawyers for the Land Council. Now, do you understand what I've put to you, Ms Dates?---That Knightsbridge continues to be our solicitor?

Yes.---Yeah, I think I remember something like that.

Well, when you say “remember”, are you remembering a document, remembering a discussion or something else?---Oh, I don't know. I remember that the, the board wanted to keep Despina on so, probably, yeah, I remember it.

40 Well, hang on. You remember I asked you on the last occasion that there was a resolution by the board on 11 January, 2016?---I can't recall.

Well, the board did pass a resolution in connection with her appointment at the beginning of that year. Are you not mistaken?---I don't get what you mean.

But you've got some recollection, do you, of discussing the appointment of Knightsbridge North Lawyers, is that right?---I remember when we appointed Knightsbridge, yes.

Now, that resolution, if you like, Ms Dates, is January 2016. This document here bears a date of June 2016.---I'm not good with dates, I don't, I can't, I'm not good with remembering dates.

Do you recognise this document at all?---I, I can't say, no, I don't know. No.

10 Is that something that you would sign – that is to say, appointing or confirming the appointment of a firm yourself – or was that something you put before the board?---No, you've got to put that before a board. I can't do that myself.

And what are you saying, that if you do have board authority you would execute a document?---Yes.

Now, would you have a look, please, volume 15, page 166. Now, do you see there, a document described as a fee proposal in relation to a company called Forlife Developments? Do you see that, Ms Dates?---No, where is it?

20 It's on the screen.---Yeah, I see it.

Have you ever seen that document before?---No.

Are you sure of that?---Yes.

Were you ever given any advice about the Land Council entering into an agreement with Forlife Development at all?---That's the first time I've heard that name, Forlife Development.

30 Well, would you have a look, please, at volume 15, page 171, and do you see there that there are a number of signatures that appear on that page? ---Yep.

And do you see on the first line on the left-hand side of page 171, that appears to be your signature, does it not?---Yep.

Do you remember signing this document?---No. But Forlife Development, are they, are they, were they, are they with Advance [sic] Property?

40 No, they're somebody different.---Yeah, but they work for Advance [sic] Property, is, I remember something about them in the proposal, that's all.

Well, they were to be appointed, I think it had some connection with Advantage. Did you know that?---Could you say that again?

There is some suggestion that they were associated with Advantage.---I remember one of them coming to the board meeting, that's how I remember the name, Advantage and Forlife Development.

I'm not sure that anyone from Forlife ever attended, Ms Dates. I just want to point that out to you.---Yeah, they did because about five or six people come.

10 But do you deny ever signing this document, Ms Dates?---No, I deny it.

You do?---(No Audible Reply)

You need to audibly answer, I'm sorry, Ms Dates. You can't just shake your head.---I can't remember signing it.

But I'm asking you whether you're denying it or you just don't have a recollection of it.---I'm denying it.

20 Were you ever given any advice about the Land Council entering into an agreement with Forlife Development?---Could you say that again, please?

Were you ever given any advice about an agreement with Forlife Development and the Land Council?---I remember that, I'll go back to the same question as, I remember the name when they presented (not transcribable) with Advance [sic] at the board meeting.

30 All right. Well, let me ask you this question, Ms Dates. Were you ever given any advice about any particular agreement that the Land Council might have with Forlife Development or not?---No.

Did you know that this document that I've showed you, it was contended by Forlife and later by Advantage that by signing it the Land Council became immediately obliged to pay Forlife \$300,000? Did you know that that was alleged?---No. No.

If it was suggested at any time or told to you at any time that that was the effect of such a document, would you have ever signed such a document? ---I wouldn't sign it.

40 Would you have a look, please, at volume 16, page 131. Do you see there a document described as Agreement Addendum Awabakal Economic Advancement Strategy?---Yeah.

And you can see that it bears a date of 8 July, 2016?---Yeah.

Involving a number of parties including the Land Council?---Yeah.

If you turn to the next page, page 132, you can see that that document apparently has been executed. Do you see that?---Yeah.

And above the line in the bottom left-hand corner “owner” appears to be your signature, does it not?---Yeah, yeah.

Did you sign this agreement, Ms Dates?---No.

You’re sure of that, are you?---Yeah.

10

Are you able to offer any explanation as to how your signature appears on it?---No.

Were a series of, these series of documents that I’ve just shown you, were a number of documents presented to you by Ms Bakis on or around 7 June, 2016 for you to sign?---No.

What about shortly thereafter or shortly after this proposal was put forward by Advantage on 7 June, 2016?---No.

20

Are you sure of that?---Yes.

Because on the face of it, Ms Dates, the resolution that was passed by the board on 7 June, 2016 permitted the various agreements to be signed, didn’t it?---I can’t recall.

Well, I showed it to you. Do you want to see it again?---No. I can’t recall.

Well, I’ll show it to you. I’m just asking you that’s the effect of it.---Yeah, show me.

30

All right. So it’s volume 15, page 95. Now, if you look down into the middle it talks about that agreements with Advantage affecting previous board resolution be executed. Do you see that?---Yeah.

And I drew your attention earlier to the notation above it, namely that agreements once executed need to be taken to the members.---Yeah.

So on the face of it this resolution is authorising agreements, whatever they are, to be executed. Do you see that?---Yeah.

40

But you say you didn’t put your signature on any such document?---No.

And I take it, you not having seen them, you weren’t given any advice about them. Is that the position or not?---That's, that's right.

Was not some written advice given by Ms Bakis?---No. No.

Are you sure of that?---Yes.

Is this the position, that you don't really, well, you don't know anything about the terms of these agreements at all?---No.

You're agreeing with me?---You've got to say that again.

10 I'll do it, but is the effect of what you're saying is you don't know what's in these agreements that I've just drawn your attention to or what the effect of them is?---No.

Is that the case?---I don't know what was in them, no.

Now, you do know, don't you, Ms Dates, that – I'll withdraw that. Just pardon me for a moment. Now, just on this transaction, this Advantage transaction, Ms Dates, did Mr Petroulias ever say that this company, Awabakal LALC Trustees, who's mentioned in them, was a company that had been incorporated by him in New Zealand?---No.

20 Did he disclose anything to the effect that at that time he was a director and held 25 per cent shareholding in it?---No.

Did he tell you that he had any current or past interest in the company at all? ---No.

Did he tell you that in relation to that entity, the Awabakal LALC Trustees, that the company register recorded him as the sole shareholder and director of that entity?---No.

30 Did you know that he was a bankrupt at that time, Ms Dates?---No.

Did he disclose that at any time to you?---No.

Did he ever tell you he wasn't a lawyer?---No.

Is that what you understood him to be?---I thought he was a lawyer, the way he spoke.

40 And did you think he worked with Despina or on his own?---I thought he, he was a person that worked by himself.

With what firm?---Um, I thought he worked for um, I think it was United Tribes - - -

Right.--- - - - Land Council.

United Tribes what?---Land Councils.

I see. So he's there in a different role, is he, with that organisation?  
---Oh, that was part in the middle of it.

Right.---But when he first come I thought he was, he come there to support, help Despina to support Despina, but yeah.

Well, how did this change come about, Ms Dates?---I don't know.

10 Well, you mentioned it. How did it come to your attention?---Oh, because Richard Green was doing United Tribes to unite all land councils together.

All right.---Which was a good company.

I see. And what, you thought Mr Petroulias had a connection to that entity as well, did you?---I don't know. I couldn't say.

All right. Did Ms Bakis ever explain at any of these meetings what the effect of this transaction would be?---What transaction is that?

20 What this deal would involve?---What deal are you talking about?

Advantage.---No.

Did she disclose any of the above, any of those matters that I described, about Awabakal LALC Trustees?---No.

Did he, did Mr Green disclose any of those matters?---No.

30 Now, you understand, don't you, Ms Dates, that this proposal with Advantage was sought to be put to a members' meeting, isn't that right?  
---Yes, yes.

And the initial attempt to do so was a members' meeting on 29 June, 2016, isn't that right?---Yes.

And for whatever reason it was not able to be pursued at that meeting, isn't that so?---Yeah.

40 But another attempt was made to put this proposal before members on 20 July, 2016, isn't that right?---Yes.

But you understood at this time, did you not, that the board, sorry, that the Land Council had been involved in a claim involving the Minister, the Registrar, isn't that right?---Yes.

And you understand that before – I'll withdraw that. You understood, didn't you, that those proceedings were commenced in a court?---Yeah.

And that the court had required the Land Council to give what's called an undertaking not to enter into any particular land dealings except as, or except what the court permitted them to do, isn't that right?---No.

You don't know anything about an undertaking at all given to the court by the Land Council?---I can't, I can't recall.

Do you know what an undertaking is?---No.

10 Would you have a look, please, at volume 16, page 110. And you recognise that document as the minutes of the board meeting on 8 July, 2016?---Yeah.

And you can see that you're in attendance, obviously, and you were the chair.---Yeah.

Would you have a look at page 112, point 4, and you can see there is a reference to "Injunction against Minister and undertaking." Do you see that?---Yeah.

20 And I just want to draw your attention to point 1, and in particular subclause A. Do you see that?---Yeah.

And please read it to yourself.---Yeah.

Do you understand what paragraph A means?---No.

Was it ever explained to you that certain – I'll withdraw that. Do you understand by this that the court is preventing the Land Council from doing certain things unless it's specifically authorised?---Yeah.

30 You do understand that, do you?---Yes, yes.

And do you know what is referred to when it says the particular agreement in annexure F of the affidavit of Ms Bakis?---I don't understand what that means.

Well, it's referring to one of the documents that you say you've not seen, which is a collaboration agreement. I just want you to assume for the moment. But were you aware that there was any limit on what could be put  
40 before the members in terms of land deals?---I can't recall. Can't recall this, I can't recall this minute.

Well, do you remember being given any advice by anyone about what this meant and what you could or could not do as a Land Council?---No.

The fact is, though, Ms Dates, isn't it, that what you permitted to occur was to put before the members on 20 July, 2016 this Advantage transaction, isn't that right?---I don't get what you mean.

Well, you know that the land deal involving Advantage was in fact put before the members at a meeting on 20 July, 2016, don't you?---I can't recall.

Well, you know that the transaction or the deal was put before members even if you don't remember the day?

10 MS NOLAN: It wasn't, so – it was proposed to be if that's what my friend's question is but it actually wasn't and there's ample evidence to that effect.

MR CHEN: Well, I'm guided by, frankly, what is the notice given by this chairperson and the Land Council which deals with this very subject matter. Now, whether in fact it was successful or not, which is what I think my learned friend's referring to, is a completely different matter.

THE COMMISSIONER: You're saying this was put by her?

20 MR CHEN: It is, precisely.

THE COMMISSIONER: As part of the agenda?

MR CHEN: It is put, which I will take the witness to shortly, it is put in a specific notice, required under the Act, in terms described as a land dealing. I'm not sure what my friend's objection is.

THE COMMISSIONER: What's the objection?

30 MS NOLAN: Well, it was the framework of the question. I was careful to say that it was proposed to be and that's indeed what the notice is. My friend's question actually – I don't have a note of it, I was writing down the question before, but it actually eventuated is what I understood to be the devil in the question. But look, if I'm wrong, I'm wrong.

THE COMMISSIONER: Yes, all right. Well, let's press on.

40 MR CHEN: What I put in simple terms to the witness was that this deal was put before members.

THE COMMISSIONER: That's what I understood. On 20 July?

MR CHEN: Correct. Do you remember that?---I can't recall it.

All right. But factor the date out, you remember the deal was the subject of a notice prepared and signed by you to be put before members?---That's how it runs, yeah, probably.

Yes. But I'm asking you whether you remember that step that you took.  
---No, I don't.

Would you have a look, please, at Exhibit 101, page 72. Commissioner, I notice the time. It's probably convenient if I adjourn at this moment, otherwise I'll have to take the witness further.

THE COMMISSIONER: We'll adjourn and take a break for lunch. We'll resume at 2 o'clock.

10

MR CHEN: Yes.

THE COMMISSIONER: Yes, I'll adjourn.

**LUNCHEON ADJOURNMENT**

**[12.57pm]**